

AMENDMENT NO. 1 TO MINING AGREEMENT

Between

LONE STAR CEMENT CORPORATION

and

LAFARGE CEMENT OF NORTH AMERICA LTD.

THIS AMENDING AGREEMENT NO. 1 dated as of December 31, 1968 between Lone Star Cement Corporation, a Main corporation (hereinafter called "Lone Star"), and Lafarge Cement of North America Ltd., a British Columbia corporation (hereinafter called "Lafarge"),

WHEREAS by a Mining Agreement dated March 23, 1967 made between the parties hereto Lafarge agreed to extract and save certain limestone rock from Lone Star's properties and operations on Texada Island, British Columbia, Canada, upon the terms and conditions and for the period of time therein set forth (which Agreement is hereinafter referred to as the "Mining Agreement");

AND WHEREAS Lone Star desires to have the right to require Lafarge to carry on with the extracting and saving of 3/4 inch rock (as defined in the Mining Agreement) for a period of three months following the termination of the term of the Mining Agreement;

AND WHEREAS the parties hereto have agreed to amend

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the Mining Agreement in the manner hereinafter appearing:

W I T N E S S E T H :

That the parties hereto agree each with the other as follows:

Clause 1.

That the Mining Agreement be and it is hereby amended:

- (a) By adding to subclause (b) of Clause 9 thereof the following:

"(iii) during the period January 1, 1968 to December 31, 1973, the sum of \$.025 per ton in addition to any sums payable under sections (1) or (11) above."; and

- (b) By adding thereto as Clause 21 thereof the following:

"Clause 21. Additional Period for 3/4
Inch Rock"


Notwithstanding the termination of the term of this Agreement at any time in accordance with the provisions hereof, Lafarge will at the written request of Lone Star made prior to the termination of the said term, carry on with the extracting, saving and reducing by crushing of limestone rock found on the Subject Property into 3/4 inch rock in accordance with all the terms and provisions of this Agreement applicable to 3/4 inch rock for the period of three months following the termination of the term of this Agreement."

Clause 2.

The parties hereto do hereby confirm the Mining Agreement in all respects as hereby amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under their respective corporate seals as of the date first above written.

LONE STAR CEMENT CORPORATION

By 

By 

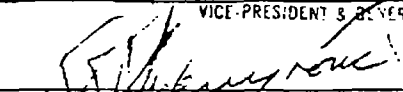
VICE-PRESIDENT

SECRETARY

LAFARGE CEMENT OF NORTH AMERICA LTD.

By 

VICE-PRESIDENT & GENERAL MANAGER

By 

VICE-PRESIDENT & SECRETARY